

EXHIBIT 1

COLUMBIA UNIVERSITY FACILITIES
UNIVERSITY APARTMENT HOUSING
400 WEST 119TH STREET NEW YORK, NEW YORK 10027



OFFER OF ASSIGNMENT AND OCCUPANCY AGREEMENT

NAME (LAST, FIRST, M.I.) Politis, Irene, S	COLUMBIA ID NO [REDACTED]
PRESENT HOME ADDRESS [REDACTED]	PRESENT PHONE [REDACTED]
SCHOOL General Studies	GRADUATION DATE 05/31/21

CU EMAIL: _____

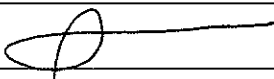
I AGREE TO OCCUPY:

ADDRESS 130 Morningside Drive	UNIT NO. 50	SINGLE/DOUBLE
OCCUPANCY PERIOD 07/20/18 - 05/31/19		RESERVATION DEPOSIT \$1,000.00


I AGREE TO MAKE PAYMENTS TO STUDENT FINANCIAL SERVICES ACCORDING TO THE FOLLOWING SCHEDULE:

SUMMER PAYMENT	\$1,462.59	07/20/18	-	08/15/18	THESE CHARGES WILL APPEAR ON YOUR UNIVERSITY ACCOUNT.
FALL PAYMENT	\$7,475.46	08/16/18	-	12/31/18	
SPRING PAYMENT	\$8,179.67	01/01/19	-	05/31/19	
PAYMENT ACTIVITY:					
Deposit Due	\$1,000.00	07/16/18			
Payment CyberSource	(\$1,000.00)	07/18/18			

EMERGENCY INFORMATION	
NAME AND ADDRESS OF RELATIVE (PARENT / BROTHER / SISTER) [REDACTED]	RELATIONSHIP: [REDACTED]
	PHONE: [REDACTED]

ACCEPTANCE	
I HAVE READ AND ACCEPT THE PROVISIONS SET FORTH IN THE STATEMENT COLUMBIA UNIVERSITY TERMS AND CONDITIONS OF RESIDENCE	
SIGNATURE 	DATE 7/20/2018

OFFICE USE ONLY	
RESERVATION DEPOSIT RECEIVED Y N N/A	TRANSFER FROM:
RESERVATION DEPOSIT RETURNED Y N N/A	

UAH SIGNATURE 

DATE 7/20/18 MK

Housing Compliance Form (Part A)

Name: Irene Politis

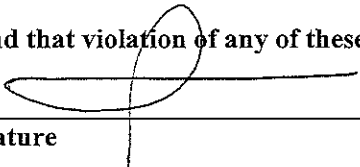
Address: 130 Morningside Drive

Type: Single Occupancy / Single

Unit: 50

Multiple Occupancy or Suite Room	You have been assigned to a shared apartment or dormitory. Family members and friends are strictly prohibited from sharing this unit with you.' In addition, you are responsible for maintaining a clean and clutter-free environment, and communication with roommates is strongly encouraged.	
Single Occupancy Single Person	You have been assigned as a single person to a single occupancy unit. Should a partner or any dependent children come to live with you, you <u>must</u> notify UAH in writing immediately.	<i>Des R</i>
Single Occupancy Couple	You intend to live with your partner, indicated below, full-time in your UAH assigned unit. **ADDITIONAL STEPS REQUIRED**	
Single Occupancy Family	You intend to live with your dependent child/children and partner (if applicable), indicated below, full-time in your UAH unit. **ADDITIONAL STEPS REQUIRED**	

You understand that violation of any of these policies may result in termination of your Housing Agreement.


Student Signature

7/20/2018
Date

****ADDITIONAL STEPS | COUPLES AND FAMILIES ONLY****

List the name and relationship of your partner and/or dependent child(ren) who will live with you in your UAH assigned unit:

Name	Relationship	Date of Birth

PRIOR TO MOVING IN

Visit the UAH Office at your scheduled appointment time to complete Part B of the Housing Compliance Form. UAH is located at 401 West 119th Street. PLEASE NOTE: You will not be able to pick up keys and move into your assigned unit until you have completed Part B.

REQUIRED DOCUMENTATION

- Photo ID for each resident
- Birth certificate for each dependent child (if applicable)
- Partner (if applicable) must be present to sign Housing Compliance Form

130 Morningside Drive, #50
New York, NY 10027

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.


Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. However, buildings in New York City constructed before 1960 have a high probability of containing lead-based paint in the older layers of paint.

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

DSP (d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

NG (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.


7/20/2018

Lessee (Tenant)
 Date

Lessee (Tenant)
 Date

CLW275493-000000



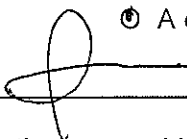
LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: ☐ A child under six years of age resides in the unit
 ☒ A child under six years of age does not reside in the unit.

 _____ (Occupant signature)

Print occupant's name, address and apartment number:

Irene Politis

130 Morningside Drive, #50

New York, NY 10027

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

RETURN THIS FORM TO: Columbia University Facilities
 University Apartment Housing
 400 West 119th Street
 New York, NY 10027

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
 OWNER COPY/OCCUPANT COPY

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): Irene Politis

Subject Premises: 130 Morningside Drive

Apt. #: 50

Date of vacancy lease: 07/20/18

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the (see below) floor(s).
- ☐ During the past year the building had a bedbug infestation history on the (see below) floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other: _____

Signature of Tenant(s):  Dated: 7/20/2018

Signature of Owner/Agent: _____ Dated: _____

OCCUPANCY AGREEMENT

(FOR UNITS NOT SUBJECT TO THE RENT STABILIZATION LAW)

Agreement Date: 07/19/18

Tenant: Irene Politis

UNIT NUMBER 50, on 5 FLOOR in the BUILDING
130 Morningside Drive, BOROUGH OF Manhattan, City and State of New York.

Term: 0 years, 10 months, 12 days, beginning on 07/20/18 and ending on 05/31/19

Occupancy Fees:

Term	Rent	Start Date	End Date	Number of Days
Summer	\$1,462.59	07/20/18	08/15/18	27
Fall:	\$7,475.46	08/16/18	12/31/18	138
Spring:	\$8,179.67	01/01/19	05/31/19	151

Included Utilities: & ETHERNET

PREAMBLE: This Occupancy Agreement contains the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Unit at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Occupancy Agreement.

The term "You" or "Tenant" means the person or persons signing this Occupancy Agreement as Tenant and assigns of the signer. This Occupancy Agreement has established a tenant/landlord relationship between You and Owner.

You should read this Occupancy Agreement and all of its attached parts carefully. If you have any questions, or if you do not understand any words or statements, get clarification. Once you and Owner sign this Occupancy Agreement, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Occupancy Agreement. You understand that any agreements made before or after this Occupancy Agreement was signed and not written into it will not be enforceable.

THIS OCCUPANCY AGREEMENT is made on date indicated above between Owner,
THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK whose address is
400 West 119th Street, New York, New York 10027 and You, the Tenant, listed above.

1. UNIT AND USE

Owner agrees to lease to You the Unit listed above. The Unit may be a single occupancy/family unit, or it may be part of a larger multiple occupancy residence. You shall use the Unit for living purposes only. If the Unit is part of a multiple occupancy residence, the Unit may only be occupied by You. If the Unit is a couples' or family residence, the Unit may be occupied by You and your immediate family provided You remain in occupancy of the Unit. Tenant has informed Owner of names of immediate family members who will reside with Tenant in the Unit.

2. LENGTH OF OCCUPANCY AGREEMENT

The term (that means the length) of this Occupancy Agreement is indicated above. If You do not do everything You agree to do in this Occupancy Agreement, Owner may have the right to end it before the above date. If Owner does not do everything that Owner agrees to do in this Occupancy Agreement, You may have the right to end the Occupancy Agreement before the ending date.

3. OCCUPANCY FEES

- Subject to the dates of your occupancy, the rent for the Unit is indicated above. You may be required to pay other charges to Owner under the terms of this Occupancy Agreement. These charges are called "added rent" or "additional rent" and include such items as, but not limited to, late fees, interest, lockout charges, damages and cleaning fees. This added rent is payable as rent, upon demand by Owner. If You fail to pay the added rent on time, Owner shall have the same rights against You as if it were a failure to pay rent.
- Tenant acknowledges that the Owner may not fully scrutinize and examine each payment to see that the payment submitted is from the Tenant. Accordingly, in the event a third-party payment is given for rental due and is accepted by Owner, such acceptance shall not

constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make a claim as a tenant or right to occupy the Unit or create a tenant/landlord relationship. Writings, notations or statements written on the front or back of any check, money order or other monetary instrument given to Owner shall not be deemed a part of this Occupancy Agreement and shall not be binding on Owner. Owner's acceptance, endorsement, deposit or negotiation of the said check, money order or other monetary instrument shall not be deemed an acceptance of the conditions on same and Owner may accept same as if the said writing, statement or notation did not exist.

4. RESERVATION FEE

Tenant has not deposited any sum with Owner as security for the Unit, however Tenant has deposited the sum of \$1,000.00 with Owner as a reservation fee for the Unit ("Reservation Fee"). The Reservation Fee will be credited to the Tenant's Student Financial Services (SFS) Account, as set forth in Paragraph 33. However, if Tenant does not take occupancy of the Unit for whatever reason, the Reservation Fee shall be retained by Owner to cover Owner's reasonable administrative expenses.

5. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Unit on the beginning date set in this Occupancy Agreement. If that should happen the Owner shall have the right to reassign You to another unit and the terms of this Occupancy Agreement shall govern your occupancy of the other unit. You shall, upon the demand of Owner, execute, acknowledge and deliver to Owner an instrument in form reasonably satisfactory to Owner confirming your occupancy of the other unit in lieu of this Unit.

6. CAPTIONS

In any dispute arising under this Occupancy Agreement, in the event of a conflict between the text and a caption, the text controls.

7. WARRANTY OF HABITABILITY

- a. All of the sections of this Occupancy Agreement are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Occupancy Agreement. Under that law, Owner agrees that the Unit and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- b. You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

8. CARE OF YOUR UNIT • END OF OCCUPANCY AGREEMENT • MOVING OUT

- a. You will take good care of the Unit and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Occupancy Agreement and leave the Unit in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty.
- b. At the termination of this Occupancy Agreement Tenant must return to Owner all keys, fobs and/or key cards either furnished or otherwise obtained for the entrance door lock. If Tenant loses or fails to return any items which were furnished to Tenant by Owner, Tenant shall pay Owner the cost of replacing such items.
- c. When this Occupancy Agreement ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Unit, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Unit affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Unit. If your property remains in the Unit after the Occupancy Agreement ends, Owner may either treat You as still in occupancy and charge You for use or may consider that You have given up the Unit and any property remaining in the Unit. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Occupancy Agreement.

9. HOLDOVER PROCEEDINGS

If Tenant does not vacate and surrender the Unit to Owner at the end of the Occupancy Agreement, or on such earlier date upon which the term of this Occupancy Agreement shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this Occupancy Agreement or pursuant to law, Owner may commence a summary holdover proceeding to evict Tenant and any other occupant(s) of the Unit notwithstanding Tenant's continued status as a full-time student at Columbia University or an affiliated institution. In the event that Tenant holds over after the expiration of the term or any earlier termination thereof, Tenant acknowledges and agrees that the value for the continued use and occupancy of the Unit shall be 300% of the rent provided for herein for each day the Tenant holds over. This agreement as to the value of the use and occupancy shall not be construed as Owner's consent to Tenant

holding over after the termination of the Occupancy Agreement.

10. CHANGES AND ALTERATIONS TO UNIT

- a. You may not change the lock and/or add any lock to the entrance door of the Unit.
- b. You cannot build in, add to, change or alter, the Unit in any way, including wallpapering, painting, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner's prior written consent, You cannot install or use in the Unit any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Unit water-filled furniture.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND OCCUPANCY AGREEMENT RULES

- a. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, which affect the Building or the Unit, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Unit and the Building. You will not allow any windows in the Unit to be cleaned from the outside, unless the equipment and safety devices required by law are used.
- b. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Occupancy Agreement and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's Occupancy Agreement except to the extent required by law.
- c. **Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the agreements or rules of this Occupancy Agreement.

12. OBJECTIONABLE CONDUCT

As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Unit or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Units, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Occupancy Agreement.

13. SERVICES AND FACILITIES

- a. **Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Unit as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- b. The utilities listed above are included in the rent.
- c. **Electricity and Other Utilities.** If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.
- d. **Appliances.** Appliances supplied by Owner in the Unit are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.
- e. **Storeroom Use.** If Owner permits You to use any storeroom, bike room, laundry or any other facility located in the building but outside of the Unit, the use of this space will be at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin or card operated appliances located in such storeroom or laundries.

14. INABILITY TO PROVIDE SERVICES

Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO UNIT

During reasonable hours and with reasonable notice, except in emergencies, Tenant authorizes Owner to enter the Unit for health, safety or emergency reasons and for the purpose of ensuring Tenant's compliance with the terms of the Occupancy Agreement and to inspect the Unit. There shall be no abatement of the rent for loss of use, or any liability on the part of the Owner by reason of inconvenience, annoyance or injury to business arising from the making of any repairs

or alterations to any portion of the building or the Unit, and for the following reasons:

- a. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Unit; to inspect the Unit and to make any necessary repairs or changes, including cleaning and refreshing of common areas, and other units within the apartment or suite as Owner decides necessary. Your rent will not be reduced because of any of this work or any other work that occurs in the building or neighboring buildings, unless required by Law.
- b. To show the Unit to persons who may wish to become owners or lessees of the entire Building or the Unit or may be interested in lending money to Owner;
- c. For four months before the end of the Occupancy Agreement, to show the Unit to persons who wish to rent it;
- d. If during the last month of the Occupancy Agreement You have moved out and removed all or almost all of your property from the Unit, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Occupancy Agreement will not be ended by Owner's entry.
- e. If at any time You are not personally present to permit Owner or Owner's representative to enter the Unit and entry is necessary or allowed by law or under this Occupancy Agreement, Owner or Owner's representatives may nevertheless enter the Unit. Owner may enter by force in an emergency. Owner will not be responsible to You unless during this entry, Owner or Owner's representative is negligent or misuses your property.

16. SUBLETTING; ABANDONMENT

- a. **Subletting.** Tenant understands and agrees that without limiting any other provision of this Occupancy Agreement, no request for permission to sublet the Unit will be considered by the Owner unless: a) Tenant is and retains Tenant's status as a full-time housing eligible Columbia University affiliate; b) Tenant agrees to return to the Unit at the expiration of the sublease term; c) the sublease term is for 30 days or more; d) Tenant will be away from Columbia for approved academic field work or research outside the New York metropolitan area or for summer or winter vacation; e) Tenant's rent account is current. Tenant may only sublet with the written permission of Columbia University upon completion of an application and compliance with the terms and procedures set forth therein.

Tenants of 517 West 121st Street (Teachers College "New Residence") and 500 Riverside Drive (International House) are not permitted to sublease their units.

- b. **Abandonment.** If You move out of the Unit (abandonment) before the end of this Occupancy Agreement without the consent of Owner, this Occupancy Agreement will not be ended. You will remain responsible for each payment of rent as it becomes due until the end of this Occupancy Agreement. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Occupancy Agreement for default as provided in Paragraph 17.

17. DEFAULT

- a. You default under the Occupancy Agreement if You act in any of the following ways:
 - (1) You fail to carry out any agreement or provision of this Occupancy Agreement;
 - (2) You or another occupant of the Unit behaves in an objectionable manner;
 - (3) You do not take possession or move into the Unit ten (10) days after the beginning of this Occupancy Agreement;
 - (4) You and other legal occupants of the Unit move out permanently before this Occupancy Agreement ends;

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within ten (10) days. You must then either stop or correct the default within ten (10) days, or, if You need more than ten (10) days, You must begin to correct the default within ten (10) days and continue to do all that is necessary to correct the default as soon as possible.
- b. If You do not stop or begin to correct a default within ten (10) days, Owner may give You a second written notice that this Occupancy Agreement will end six (6) days after the date the second written notice is sent to You. At the end of the six (6) day period, this Occupancy Agreement will end and You then must move out of the Unit. Even though this Occupancy Agreement ends, You will remain liable to Owner for unpaid rent up to the end of this Occupancy Agreement, the value of your occupancy, if any, after the Occupancy Agreement ends, and damages caused to Owner after that time as stated in Paragraph 20.
- c. If You do not pay your rent when this Occupancy Agreement requires after a personal demand for rent has been made, or within three (3) days after a statutory written demand for rent has been made, or if the Occupancy Agreement ends, Owner may do the following: (1) enter the unit and retake possession of it if You have moved out or (2) go to court and ask that You and all other occupants in the Unit be compelled to move out. Once this Occupancy Agreement has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Occupancy Agreement.

18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Occupancy Agreement is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

- a. You must pay your rent until this Occupancy Agreement has ended. Thereafter,

You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

- b. Once You are out, Owner may re-rent the Unit or any portion of it for a period of time which may end before or after the ending date of this Occupancy Agreement. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Occupancy Agreement.
- c. Whether the Unit is re-rented or not, You must pay to Owner as damages:
 - (1) the difference between the rent in this Occupancy Agreement and the amount, if any, of the rents collected in any later Occupancy Agreement or Occupancy Agreements of the Unit for what would have been the remaining period of this Occupancy Agreement; and
 - (2) Owner's expenses for advertisements, broker's fees and the cost of putting the Unit in good condition for re-rental; and
 - (3) Owner's expenses for attorney's fees.
- d. If the rent collected by Owner from a subsequent tenant of the Unit is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Paragraphs 17 and 18 of this Occupancy Agreement.

20. FEES AND EXPENSES

- a. **Owner's Right.** You must reimburse Owner for any of the following fees and expenses incurred by Owner:
 - (1) Making any repairs to the Unit or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You;
 - (2) Repairing or replacing property damaged by Your misuse or negligence;
 - (3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Unit or the Building which You or persons who live with You, visit You, or work for You have caused;
 - (4) Preparing the Unit for the next tenant if You move out of your Unit before the Occupancy Agreement ending date;
 - (5) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of an Occupancy Agreement default by You or for defending lawsuits brought against Owner because of your actions;
 - (6) Removing all of your property after this Occupancy Agreement is ended;
 - (7) All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Occupancy Agreement;

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Occupancy Agreement has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.
- b. **Tenant's Right.** Owner agrees that unless subparagraph 5 of this Paragraph 20 has been stricken out of this Occupancy Agreement, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

21. LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following (1) any loss of or damage to You or your property in the Unit or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Unit or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Occupancy Agreement by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Also, Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Occupancy Agreement.

22. FIRE OR CASUALTY

- a. If the Unit becomes unusable, in part or totally, because of fire, accident or other

casualty, this Occupancy Agreement will continue unless ended by Owner under C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Unit which is unusable. The Owner may also elect to reassign Tenant to a different Unit pursuant to Paragraph 35.

- b. Owner will repair and restore the Unit, unless Owner decides to take actions described in C below.
- c. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Unit but may end this Occupancy Agreement. Owner may do this even if the Unit has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Unit is usable when Owner gives You such notice, this Occupancy Agreement will end 60 days from the last day of the calendar month in which You were given the notice.
- d. If the Unit is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Occupancy Agreement. If You give that notice, this Occupancy Agreement is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro rata portion of rents paid for the period in which the casualty happened.
- e. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each applicable policy by way of subrogation.

23. PUBLIC TAKING

The entire building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Occupancy Agreement shall end on the date the government or agency takes title and You shall have no claim against Owner for any damage resulting; You also agree that by signing this Occupancy Agreement, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Occupancy Agreement.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Occupancy Agreement is signed, come ahead of this Occupancy Agreement. In other words, this Occupancy Agreement is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Occupancy Agreement. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner requires. You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Occupancy Agreement is in effect, that Owner is performing Owner's obligations under this Occupancy Agreement and that you have no present claim against Owner.

25. TENANT'S RIGHT TO LIVE IN AND USE THE UNIT

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Occupancy Agreement, your tenancy cannot be cut off before the ending date, except as provided for in this Occupancy Agreement.

26. BILLS AND NOTICE

- a. **Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Unit and delivered to You personally or sent by registered or certified mail to You at the Unit. The date of service of any written notice by Owner to you under this agreement is the date of delivery or mailing of such notice.
- b. **Notices to Owner.** If You wish to give a notice to Owner, you must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Occupancy Agreement or at another address of which Owner or Agent has given You written notice.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- a. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Occupancy Agreement, the relationship of You and Owner as Tenant and Owner or your use or occupancy of the Unit. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- b. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Unit or the Building.

28. NO WAIVER OF OCCUPANCY AGREEMENT PROVISIONS

- a. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Occupancy Agreement, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.
- b. Only a written agreement between You and Owner can waive any violation of this Occupancy Agreement.
- c. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.
- d. Any agreement to end this Occupancy Agreement and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Unit and they are accepted by any employee, or agent, or Owner, this Occupancy Agreement is not ended.

29. CONDITION OF THE UNIT

You acknowledge that Owner has made no representations concerning the condition of the Unit and that You agree to take possession of the Unit in its "as is" condition.

30. FULL-TIME AFFILIATION AND HOUSING ELIGIBILITY

Tenant understands that this Unit is being rented to Tenant because Tenant is a full-time housing eligible student at Columbia University or an affiliated institution. If for any reason Tenant ceases to be a full-time housing eligible student at Columbia University or an affiliated institution, the Occupancy Agreement will end thirty days after such termination and Tenant agrees to vacate the Unit not later than the end of such thirty-day period. Tenant agrees to notify the Office of University Apartment Housing promptly if Tenant ceases to be such a full-time housing eligible student.

31. PROOF OF FULL-TIME AFFILIATION

At any time during the term of this Occupancy Agreement, Tenant agrees upon request to promptly furnish to Owner at its office of University Apartment Housing at 401 West 119th Street or uah@columbia.edu with proof that Tenant is a full-time housing eligible student at Columbia University or an affiliated institution. Tenant's failure to furnish said proof within seven (7) days of the request shall be a material breach of this Occupancy Agreement.

32. ADDITIONAL RENT

All payments other than the rent to be made by Tenant pursuant to this Occupancy Agreement shall be deemed additional rent. This includes such items as, but not limited to, late fees, interest, lockout charges, damages and cleaning fees. In the event of any nonpayment thereof within ten (10) days after Tenant is given written notification of its default in paying said additional rent, Owner shall have all rights and remedies provided for herein or by law for nonpayment of rent. If such monies accrue after Tenant vacates the Unit, they shall remain due after Tenant vacates the Unit and then such monies shall be recoverable as contractual damages pursuant to the Occupancy Agreement.

33. STUDENT FINANCIAL SERVICES

All rent charges will appear on the Student Account Statement produced by Student Financial Services (SFS) and are payable in the manner directed by that office. Payments must be payable to the order of Columbia University and include the student's nine-digit University ID number. They may be made by mail to Processing Center, Columbia University Student Account Payments, Post Office Box 1385, New York, NY 10008-1385, or in person at 210 Kent Hall. For payment options, please call (212) 854-4400 or visit [Student Financial Services](#). Failure to make timely payments, or payment for which there are insufficient funds when presented for collection, may result in cancellation of the Occupancy Agreement at the discretion of Owner. Please note that nonpayment does not constitute cancellation or exemption from cancellation by the Tenant. Late payments are subject to late fees and interest in accordance with Student Financial Services' policies and procedures.

34. CLEANING OR DAMAGE CHARGES

During the term of the Occupancy Agreement or upon move out, cleaning or damage charges may be applied.

35. REASSIGNMENT

In the event of damage to the Unit resulting from fire, water, steam or other casualty, which in Owner's sole judgment, reasonably exercised, makes the Unit uninhabitable, the Owner may reassign Tenant to another housing accommodation on five (5) days' notice, except in an emergency in which case no notice shall be required. The terms and conditions of this Occupancy Agreement shall govern Tenant's occupancy of the new housing accommodation, and if Owner so requests, Tenant shall enter into a new Occupancy Agreement for the new housing accommodation. If such substitute housing accommodation is not available, Owner may terminate this Occupancy Agreement without any liability or obligation to Tenant.

36. WINDOW GUARDS

Tenant is hereby notified that under Section 131.1 of the New York City Health Code, Owner is required to install window guards in the Unit if a child or children ten (10) years old or under lives or resides in the Unit. If there is any child ten (10) years of age or younger residing in the Unit, Tenant is required by this section of the Health Code to notify the Owner at the Office of University Apartment Housing, 401 West 119th Street, New York, New York 10027, by certified or registered mail, return receipt requested. If Owner has not made this installation it is because Tenant has not notified Owner that children in this age group live or reside in the Unit. If at some future date a child ten (10) years or younger becomes a resident of the Unit, Owner shall not be required to install window guards in the Unit unless and until Tenant informs Owner by certified or registered mail, return receipt requested of the child's residency.

37. FIRE ALARM SYSTEM

Placing false alarms, interfering with proper function of a fire alarm system or any other safety device, or tampering with or removing fire hoses, carbon monoxide detectors, smoke detectors, extinguishers or other safety equipment is prohibited.

38. SECURITY SYSTEMS

Tenant acknowledges that the Owner makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which the Owner does or may provide, including, without limitation, desk person, lobby attendants, or TV monitoring. Tenant agrees that the Owner shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which Tenant or any members of Tenant's family, employees or guest may suffer or incur by reason of any claim that the Owner, its agents or employees or any mechanical or electronic system in the building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage.

39. ROOFTOP ACCESS

Use of the roof of the Building for any purpose other than emergency evacuation is prohibited.

40. NO FIREARMS

Firearms, explosives or any type of weapon, including air pistols, BB guns, and fireworks of any type, are not permitted.

41. PERSONAL PROPERTY AND RENTERS INSURANCE

In accordance with Paragraph 21 of the Occupancy Agreement, Owner assumes no responsibility for the Tenant's personal property while they live in University Apartment Housing units. Owner strongly recommends that students living in University Housing purchase property insurance on their own, or ensure that they are covered by their parents' property insurance. Insurance coverage is the responsibility of each individual student. For further information, please visit our website.

42. SPRINKLER SYSTEM

The Unit does not have an operative sprinkler system.

**ATTACHED RULES WHICH ARE A PART OF THE OCCUPANCY AGREEMENT
AS PROVIDED BY PARAGRAPH 11**

1. Public Access Ways

(a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Unit and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.

(b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

2. Bathroom and Plumbing Fixtures

The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

3. Refuse

Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Units or outside of the Building except in safe containers and only at places chosen by Owner.

4. Elevators

The service elevators, if any, shall be used by messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose.

5. Laundry

Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.

6. Noise

Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Unit or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a phonograph, CD player, radio or television set so as to disturb or annoy any other occupant of the Building.

7. No Projections

An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

8. No Pets

Dogs or animals of any kind shall not be kept or harbored in the Unit, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. Because of the health hazard and possible disturbance of other tenants which arise from the uncontrolled presence of animals, especially dogs, in the building, the strict adherence to the provisions of this rule by each tenant is a material requirement of each occupancy agreement. Tenants' failure to obey this rule shall be considered a serious violation of an important obligation by the tenant under this occupancy agreement. Owner may elect to end this occupancy agreement based upon this violation.

9. Moving

Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.

10. Floors

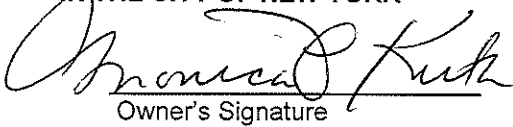
Unit floors shall be covered with rugs or carpeting of at least 80% of the floor area of each room excepting only kitchens, pantries, and bathrooms. You may not install wall-to-wall carpeting without the prior written consent of the Owner. If such permission is obtained, Tenant will, at the end of the Occupancy Agreement, or any earlier termination thereof, and at Tenant's own cost and expense, remove the carpeting and restore and repair the flooring.

11. Window Guards

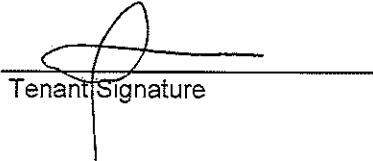
IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE PARAGRAPH 36)

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS OCCUPANCY AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK


Owner's Signature

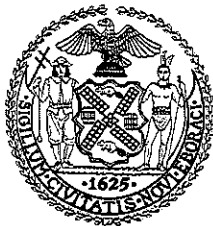
7-20-18
Date


Tenant Signature

7/20/2018
Date

Tenant Signature

Date



APPENDIX A

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment: if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE

☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☒ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Irene Politis

Tenant (Print)

Tenant's Signature:

7/20/18

Date

130 Morningside Drive

Tenant's Address

50

Apt No.

RETURN THIS FORM TO:

Columbia University Facilities University Apartment Housing
Owner/Manager

400 West 119th Street, New York, NY 10027
Owner/Manager's Address

**For Further Information Call:
Window Falls Prevention (212) 676-2162**